

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF BULLHEAD CITY

THIS AGREEMENT is entered into April 16th, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY, acting by and through its MAYOR and CITY COUNCIL the City.

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-334 and 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Congress has authorized appropriations for, but not limited to, twelve eligible categories of transportation enhancement activities.

4. Such project within the boundary of the City has been selected by the City; the survey of the project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The City, in order to obtain federal funds for the design and construction of the project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the County and FHWA.

NO. 25964
Filed with the Secretary of State
Date Filed: 04/16/03

Janice K. Brewer
Secretary of State

By: Darryl D. Haenewald

7. The work embraced in this agreement to construct multi-use pathways, and the estimated costs are as follows:

Design TRACS No. SL511 01D

Estimated Design Cost	\$ 45,000.00
Federal Aid Funds @ 94.3%	\$ 42,435.00
City Funds @ 5.7%	\$ 2,565.00

Construction TRACS No. SL511 01C

Estimated Construction Cost (incl. 15% CE cost)	\$313,520.00
Federal Aid Funds @ 94.3%	\$295,649.00
City Funds @ 5.7%	\$ 17,871.00
City Funds @ 100%	\$ 0.00
Total City Funds for Design and Construction	\$ 20,436.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

b. If such project is approved for construction by FHWA and the funds are available for construction of the project, the City will and does hereby designate the State as authorized agent for the City, and with the aid and consent of the City and the FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of FHWA and the City, enter into a contract(s) with a firm(s) to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans, Special Provisions, and Standard Specifications for Road and Bridge Construction of the Arizona Department of Transportation. The State will enter into a Joint Project Agreement (JPA) with FHWA on behalf of the City covering the work embraced in said construction contract and will request the authorized federal funds available, including construction engineering and administration costs.

2. The City will:

a. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, be obligated to incur any expenditure in excess. Such changes require the prior approval of the City.

b. Prior to the solicitation of bids, deposit funds with the State in the amount determined to be necessary to match federal funds in the ratio required.

c. Acquire the necessary right of way required for project construction and hereby certifies that all necessary rights of way have been or will be acquired prior to advertisement for bids and shall remove from the proposed right of way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the project area and hereby certifies that all obstructions and encroachments have been or will be removed there from prior to the start of construction.

d. Upon completion of right of way acquisition, provide the State with a temporary construction easement for the project of constructing multi-use pathway.

e. Furnish all water for landscape installation during the construction phase, a point of connection (POC) for the irrigation system, and all water thereafter necessary to properly maintain the landscape, all at City expense.

f. Upon completion of construction, provide for, at its own cost and as an annual item in its budget for perpetual and proper maintenance of all improvements. As required to maintain the safety and visual quality as the project was designed, and established at the completion of the project. including, but not limited to:

- maintaining healthy landscaping
- operation and cost of irrigation
- operation and cost of lighting
- removal and treatment of weeds
- safe access to pedestrian facilities
- safe access to bicycle facilities

g. Install an Arizona Department of Transportation provided plaque identifying the project as part of the Transportation Enhancement Program.

h. Allow free public access to the project improvements during normal business hours.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. The parties hereto agree and acknowledge to the following conditions: 1) The amounts referenced in this agreement are subject to change; 2) The estimated amounts can change substantially; and, 3) Both parties will perform their responsibilities consistent with the agreement.

3. The cost of the construction and construction engineering work covered by this agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, City agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

4. This agreement shall remain in force and effect until completion of the work; provided, however, that any provisions in this agreement for maintenance shall be perpetual, unless assumed by another entity.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 pertaining to State audit are applicable to this contract. In the event of such an audit, the City will bear all costs associated therewith.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007

City of Bullhead City, AZ
Department of Public Works
1255 Marina Boulevard
Bullhead City, AZ 86442

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

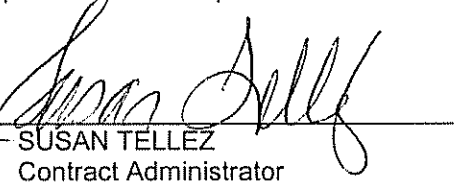
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF BULLHEAD CITY, ARIZONA


By 
DIANE VICK
Mayor

STATE OF ARIZONA

Department of Transportation

By 
SUSAN TELLEZ
Contract Administrator

ATTEST:

By 
DIANE HEILMANN
City Clerk

RESOLUTION NO. 2003R-022

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BULLHEAD CITY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF BULLHEAD CITY AND AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE THE AGREEMENT FOR THE PURPOSE OF USING GRANT FUNDS TO IMPROVE PROPERTY LEASED BY THE COUNTY AND CITY IN SECTION 20

WHEREAS, the City of Bullhead City desires to use grant funds to construct asphalt trails, ramadas, some vegetation and irrigation on property in Section 20 that is currently leased from Bureau of Land Management by Mohave County and the City; and

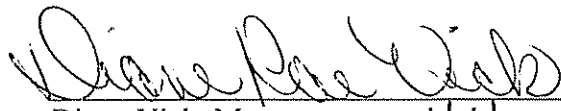
WHEREAS, the Bullhead City Council approved a form of Intergovernmental Agreement with The Arizona Department of Transportation providing for the development and improvement of the Section 20 property using the grant funds; and

WHEREAS, it is in the direct and best overall interests of the residents of the City to enter into an intergovernmental agreement with The Arizona Department of Transportation for the purposes set forth hereinabove; and

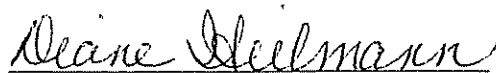
WHEREAS, the City of Bullhead City is empowered to enter into this agreement by virtue of the provisions of A.R.S. §11-952 and Bullhead City Code §2.04.080 and Chapter 2.72, and The Arizona Department of Transportation is empowered to enter into this agreement by virtue of the provisions of A.R.S. §11-952;

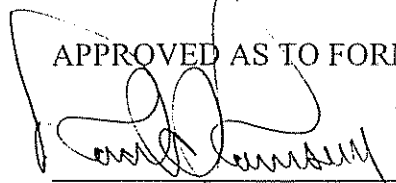
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bullhead City hereby approves the Intergovernmental Agreement between the City and The Arizona Department of Transportation, and hereby authorizes the Mayor to enter into and execute said agreement on behalf of the City.

PASSED AND ADOPTED by the Mayor and City Council of the City of Bullhead City, Arizona this 1 day of April, 2003.

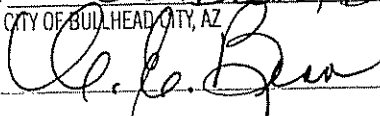

Diane Vick, Mayor 4/4/03

ATTEST:


Diane Heilmann, City Clerk

APPROVED AS TO FORM:
 3/21/03
Ronald C. Ramsey, City Attorney

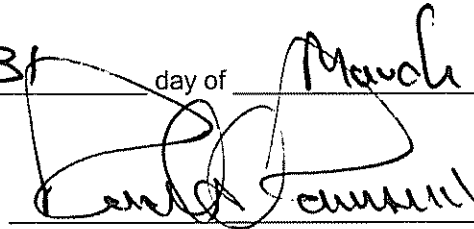
CERTIFICATION
THE FOREGOING INSTRUMENT IS A FULL, TRUE AND CORRECT COPY
OF THE RECORD ON FILE IN THIS OFFICE
DATED: 4/4 2003
ATTEST: C.E. Bean
OF THE CITY OF BULLHEAD CITY, AZ



APPROVAL OF THE CITY OF BULLHEAD CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF BULLHEAD CITY and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 31 day of March, 2003.

A handwritten signature in black ink, appearing to read "Candace J. ...", is written over a horizontal line.

City Attorney

A large, stylized handwritten mark or flourish, possibly a checkmark or a large "L", is written in black ink to the right of the signature line.



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE 602.542.8855


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-0257TRN (JPA 02-216), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED April 10, 2003.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/ss

att.